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Attorney for Plaintiff,

VBCONVERSIONS LLC

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

VBCONVERSIONS LLC, a
California limited liability company

Plaintiff,

v.

LANDMARK WORLDWIDE
HOLDINGS INTERNATIONAL,
INC., a California corporation;
LANDMARK WORLDWIDE LLC,
a Delaware limited liability company;
CHARANJIT MUDHAR, an
individual; M. BUTKOV, an
individual; V. KRISHNAN, an
individual; DOES 1-10, inclusive;

Defendants.

Case No:

COMPLAINT FOR:

1.COPYRIGHT

INFRINGEMENT;

2.CONTRIBUTORY

COPYRIGHT INFRINGEMENT;

3.VICARIOUS COPYRIGHT

INFRINGEMENT;

4.VIOLATION OF THE DIGITAL

MILLENNIUM COPYRIGHT

ACT, § 1201(a);

5.REQUEST FOR INJUNCTIVE

RELIEF

Demand for jury trial

1 **COMES NOW**, the plaintiff, VBConversions LLC, a California limited liability
 2 company, which hereby alleges that defendants Landmark Worldwide Holdings
 3 International, Inc., a California corporation, Landmark Worldwide LLC, a Delaware
 4 limited liability company (collectively “Landmark”) and Charanjit Mudhar, an
 5 individual, M. Butkov, an individual, and V. Krishnan, an individual, are liable to it
 6 for copyright infringement, contributory copyright infringement, vicarious copyright
 7 infringement and violation of the Digital Millennium Copyright Act, §1201(a)(1)(A)
 8 in connection with the plaintiff’s copyrighted software entitled *VB.Net to C#*
 9 *Converter. Version 3.09* (hereinafter the “Program”). This action is based upon a
 10 federal question.

11 **A. SUMMARY OF THE ACTION.**

12 This action seeks damages and injunctive relief upon defendants’
 13 unauthorized actions directed at plaintiff’s copyrighted software, the Program.
 14 Briefly, Mudhar, a licensee, permitted unauthorized access, copying, adaptation and
 15 distribution by the other individual defendants in violation of the VBC End User
 16 License Agreement (“EULA”).

17 **B. JURISDICTION.**

18 1. This action arises under the Copyright Act of the United States,
 19 17 U.S.C. §101 and §501, et seq and the Digital Millennium Copyright Act, 17
 20 U.S.C. §1201(a)(1)(A). This Court has jurisdiction over the subject matter of this
 21 action pursuant to 28 U.S.C. §1338(a). Jurisdiction is further founded upon the
 22 defendants’ affirmation of a provision in a licensing agreement that the parties agree
 23 to subject themselves to the personal jurisdiction of the courts of the State of
 24 California.

25 2. Venue is proper in this Court pursuant to 28 U.S.C. §1391(b)(2) &
 26 §1400(a). Plaintiff further alleges venue is proper as the result of a Forum Selection
 27 Clause in a license agreement affirmed by defendants designating the County of Los
 28 Angeles, State of California, as the appropriate location for hearing in the event of a

1 dispute arising out the license.

2 **C. PARTIES**

3 3. VBConversions LLC (hereinafter “VBC”) is a California limited
4 liability company, whose principal office is located in Santa Monica, California.
5 VBC engages in the licensing of its software product, the Program, on the World
6 Wide Web of the Internet.

7 4. Plaintiff is informed and believes and thereon alleges that Landmark
8 Worldwide Holdings, Inc., is a California corporation, with its principal headquarters
9 located at 353 Sacramento Street, Suite 200, San Francisco, CA 94111. Upon
10 information and belief, plaintiff alleges that Landmark is engaged in the business of
11 personal development programs designed for individuals.

12 5. Plaintiff is informed and believes and thereon alleges that Landmark
13 Worldwide LLC, is a Delaware limited liability company, with its principal
14 headquarters located at 353 Sacramento Street, Suite 200, San Francisco, CA 94111.

15 6. Plaintiff is informed and believes and thereon alleges that at all
16 relevant times the co-defendant Charanjit Mudhar is an employee of Landmark in the
17 capacity as Chief Information Officer and Chief Technology Officer.

18 7. Plaintiff is informed and believes and thereon alleges that at all
19 relevant times the co-defendant M Butkov is an employee of Landmark in the
20 capacity of computer programmer.

21 8. Plaintiff is informed and believes and thereon alleges that at all
22 relevant times the co-defendant V. Krishnan is an employee of Landmark in the
23 capacity of computer programmer.

24
25 **D. GENERAL ALLEGATIONS.**

26 9. Plaintiff has registered its program with the Register of Copyright
27 and was given the registration number of TX 0007899628 for Version 3.09 of the
28 above entitled program. It was registered on March 20, 2014. A copy of the

1 registration is attached hereto and incorporated by reference as **Exhibit “A.”**

2 10. VBC licenses its copyrighted program online at vbconversions.com.
3 VBC offers its program in a trial version for a limited time to potential purchasers.
4 In this instance, it is offered for 15 days and up to 2,000 lines of Visual Basic to
5 convert in any one project. A party is permitted to try out the program and see if it
6 is suitable for their needs. If so, they may apply for a license by paying the standard
7 market fee. Prior to being permitted to use the Trial version, a prospective
8 purchaser must first affirm an End User Licensing Agreement (“EULA”). No
9 registration code is issued to trial users, unless and until they purchase a license.
10 Otherwise, the trial version of the program will not support conversion after 15
11 days. A copy of the EULA is attached hereto as **Exhibit “B.”**

12 11. The purchaser of a license acknowledges and agrees that the license
13 they receive has certain limitations. The licensee is advised that the terms and
14 conditions of the license make it “...revocable, limited, **non-transferable** and a
15 non-exclusive license to use the Software Products.” Moreover, the licensee is
16 advised it “...may install and use one copy of the Software Product on a single
17 computer, device, workstation, terminal, or other digital electronic or analog device
18 (“Device”).” As a practice, VBC does not issue enterprise or seat licenses. To do
19 so would require a separate license agreement specific to the party, cost of the
20 license would be substantially increased and the number of computers, users and
21 physical location of the devices using the Program would have to be identified and
22 whether the licensee intended to create a derivative work and/or distribute the
23 adapted product.

24 12. On April 17, 2014, at 3:48 p.m., GMT, Charanjit Mudhar accessed the
25 VBC website and affirmed the EULA. Mudhar purchased a single seat license.
26 The standard market fee was tendered and a receipt was generated reflecting the
27 purchase. The purchase receipt shows Mudhar to be the purchaser. The
28 confidential 25 digit alphanumeric registration code was issued to he alone

1 allowing him unlimited access to the Program. A copy of the receipt of purchase is
2 attached hereto and incorporated by reference as **Exhibit “C.”**

3 13. Notwithstanding the admonishment found in the EULA about non-
4 transferability, licensee Mudhar exceeded the scope of the license and infringed
5 when he engaged in transferring his registration key to defendants Butkov and
6 Krishnan. Accordingly, Mudhar knew or reasonably should have known of the
7 wrongfulness of the acts depicted hereinafter. Mudhar, in disregard of the
8 exclusive rights of plaintiff, conveyed to Butkov and Krishnan his registration key
9 to the Program allowing the latter to gain unauthorized access and copying of
10 plaintiff’s program. The acts complained of are, therefore, willful and deliberate
11 violations of the Digital Millennium Copyright Act, at §1201(a) and The Copyright
12 Act of 1976, at 17 U.S.C. §106(1)(2) & (3).

13 14. In business programming, Visual Basic (VB) has one of the largest
14 user bases and is probably the most popular programming language. But many
15 developers look to more recent computer languages in order to enhance what they
16 do and to eliminate flaws found in earlier programs such as VB. Newer languages
17 used by programmers include C, C+ and C++. C# have evolved from these earlier
18 attempts at improving VB.

19 15. C# is intended to be a simple, modern, general-purpose, programming
20 language. The language is intended for use in developing software components
21 suitable for deployment in many different environments. For instance, C#
22 compilers exist for just about every platform imaginable, including Mac, Linux,
23 Windows, Solaris, etc. C# is suitable for writing applications for both hosted and
24 embedded systems, ranging from the very large that use sophisticated operating
25 systems, down to the very small having dedicated functions.

26 16. Plaintiff is informed and believes that at all times mentioned herein
27 defendants, and each of them, have engaged in and continue to engage in the
28 purchase and/or sale of goods and services within the County of Los Angeles, State

1 of California.

2 17. The American Registry of Internet Numbers (ARIN) is a non-profit
3 organization that is charged with the task of assigning internet protocol addresses to
4 computers using the Internet. It is one of five organizations around the globe
5 charged with these duties. The geographic area assigned to ARIN is North
6 America. ARIN provides information as to the Net Range of Computers, by IP
7 address, owned and/or operated by parties within the above geographical region.

8 18. Plaintiff is unaware of the names and true capacities of Defendants,
9 whether individual, corporate and/or partnership entities, Named herein as DOES 1
10 through 10, inclusive, and therefore sues them by their fictitious names. Plaintiff
11 will seek leave to amend this complaint when their true names and capacities are
12 ascertained. Plaintiff is informed and believes and thereon alleges that all of the
13 defendants, known and unknown, are in some manner responsible for the wrongs
14 alleged herein and that at all times mentioned herein were the agents and servants
15 or joint venturers/ partners-in-concert of the other Defendants, and acted within the
16 course and scope of said agency and employment or within the parameter of their
17 agreement.

18 19. Plaintiff is informed and believes and thereon alleges that at all times
19 relevant hereto, the named Defendants and DOES 1-10, inclusive, knew or
20 reasonably should have known of the acts and behavior alleged herein and the
21 damages caused thereby, and by their inaction ratified and encouraged such acts
22 and behavior. Plaintiff further alleges that said defendants have a non-delegable
23 duty to prevent or cause such acts and behavior described herein, which duty
24 defendants failed and/or refused to perform. Plaintiff further alleges upon
25 information and belief that each act, transaction or event hereinafter stated was
26 directed, hosted, served and routed through a network operated and maintained by
27 defendant TTPI.

28 //

FIRST CLAIM FOR RELIEF: Violation of 17 U.S.C. §106(1) & 501, et seq.,
Direct Copyright Infringement against M. Butkov and V. Krishnan.

20. Plaintiff incorporates by reference paragraphs 1 through 19 as if the same were set forth fully herein.

21. On or about April 17, 2014, defendant Mudhar affirmed the VBC EULA and registered for the Program [Exhibit A] as he is required to do and entered the confidential 25 digit alphanumeric code (key) issued to him. A registration key signifying his license was issued to him. The registration key was noted to be: *****-*****-*****-*****-QB50G.¹

22. On April 24, 2014, at 4:51 p.m., PDT, the co-defendant M Butkov at said time and date installed the Program on a computer entitled WHQ101. The Public Internet Protocol address of the said device is 209.116.52.2; the Private Internet Protocol address is 192.168.198.84.

23. Commencing April 28, 2014, at 9:28 a.m. and on various dates through and including August 19, 2014, Butkov engaged in conversion of code by reason of his unauthorized access to and use of plaintiff's Program. Butkov entered the 25 digit alphanumeric code to the non-transferable license belonging to Mudhar and commenced converting Visual Basic (VB) code to C#. In the course of his conduct, he wrongfully converted VB to approximately 1,650,037 lines of C# on 17 separate occasions.

24. On May 1, 2014, co-defendant V. Krishnan registered the Program on a computer entitled THINKCENTRE. The Public IP of this computer is the same as that of Butkov's computer, i.e., 209.116.52.2; the Private IP differs slightly but appears to be on the same network, i.e., 192.168.177.1.

1. The actual code is confidential and will not to be revealed in a public document such as a complaint.

1 25. Commencing May 1, 2014, and again on May 5, 2014, V. Krishnan,
2 was provided with unauthorized access to and use of Mudhar's registration key.
3 On the two above mentioned dates, Krishnan illegally converted code from VB to
4 189,094 lines of C# by reason of his ability to unlock and utilize the VBC Program.
5 Each illegal use of VBC's Program by Butkov and Krishnan is found in "proofs"
6 which are incorporated by reference and attached hereto as **Exhibit "D."**

7 26. In the instances listed above, the converting activity was dedicated to
8 assembly projects entitled "Landmark;" "CommonUtilities;" "USAControls;"
9 "PrintNameTags;" and, "CCE." The lone exception occurred in the very last entry,
10 the vb project was termed "tpWSHRCommissions."

11 27. The total of all lines illegally converted to C# amounts to approximately
12 1,668,750. If the same number of lines of C# were magically converted to text, it
13 would be roughly equivalent to .035% of the total or 58,406 pages of textual material.
14 If the average book is 200 pages in length, it would be the equivalent of 292 books.
15 This number would make a rather complete library. Importantly, these are converted
16 lines of code. An alternative evaluation would say there are 28 lines to a page. Divide
17 1,668,750 by 28 equals 59,598 pages of text or approximately the same as the
18 preceding estimate. In any case, this is an astonishing amount of copying which
19 undoubtedly assisted Landmark in its business practice.

20 28. Both Mr. Butkov and Mr. Krishnan become Direct Infringers of the
21 Program, because they are the human beings who actually carried out the
22 unauthorized violation of VBConversions' rights by reproducing, adapting and
23 distributing the Program. [at 17 U.S.C. §501(a)]

24 29. The employer stands liable on the alternative ground (and more simply
25 stated) of the doctrine of Respondeat Superior for the torts of the employees within
26 the scope of employment.

27 30. Defendants, and each of them, are jointly and severally liable to Plaintiff
28 in Actual Damages of a sum unknown at this time, but for all profits attributable to

1 the infringements, according to proof at time of trial. In the alternative, defendants
2 are jointly and severally liable for Statutory Damages of \$150,000.00, as and for the
3 willful and intentional infringement and unauthorized access, copying and usage of
4 plaintiff's copyrighted programs.

5
6 **SECOND CLAIM FOR RELIEF: Contributory Copyright Infringement**
7 **attributed to Charijit Mudhar.**

8
9 31. Plaintiff incorporates by reference paragraphs 1 through 30, as if the
10 same were set forth fully herein.

11 32. Defendant Charajit Mudhar assented to the terms and conditions of the
12 EULA on April 17, 2014. As Chief Computer Programmer and Application Architect
13 at Landmark, Mudhar knew or had reason to know as the result of affirming the
14 license agreement that the single seat license he obtained was *not transferable*. Yet,
15 despite the clear warnings found in the license, Mudhar provided his fellow
16 employees, Butkov and Krishnan, with the confidential registration key permitting
17 them to gain unlimited access to the Program.

18 33. As a consequence, Mudhar exceeded the permitted scope of the license
19 and became a contributory copyright infringer by materially assisting in the access,
20 use and distribution of the Program to the other two defendants and turning a blind
21 eye to their collective actions.

22 34. Defendant Mudhar is jointly and severally liable to Plaintiff in Actual
23 Damages of a sum unknown at this time, but for all profits attributable to the
24 infringements, according to proof at time of trial. In the alternative, he is jointly and
25 severally liable for Statutory Damages of \$150,000.00, as and for the willful and
26 intentional infringement and unauthorized access, copying and usage of plaintiff's
27 copyrighted programs.
28

1 **THIRD CLAIM FOR RELIEF: Vicarious Copyright Infringement attributed to**
2 **Landmark Worldwide Holdings International, Inc., a California Corporation**
3 **and/or Landmark Worldwide LLC,**

4 35. Plaintiff incorporates by reference paragraphs 1 through 34, inclusive,
5 as if the same were set forth fully herein.

6 36. Plaintiff is informed and believes and thereon alleges that at all times
7 relevant to the actions complained of herein the employer, Landmark, had the right
8 and ability to oversee, govern, control and direct its employee's actions, including,
9 but not limited to, halting any adverse conduct in which its employees may be
10 engaged, such as, preventing the transfer of a non-transferable license key among
11 employees. The key was obtained by Charanjit Mudhar, an employee of Landmark.
12 Thus, Landmark was actually or constructively aware of the license, but ignored the
13 terms of the EULA stating it was a single seat, non-transferable license to the
14 Program. Despite its awareness, Landmark failed to enforce the terms of the license
15 upon its employees, which has led to the number of lines wrongfully converted to
16 C#. The employer stands liable on the alternative ground (and more simply stated)
17 of the doctrine of Respondeat Superior for the torts of the employees within the scope
18 of employment.

19 37. Plaintiff further alleges that as a proximate result of defendants'
20 conduct, Landmark has profited in an amount and in a manner that would not have
21 taken place, but for the appropriation of plaintiff's copyrighted software by its
22 employees. Accordingly, defendants' have gained a direct financial benefit to which
23 they are not entitled.

24 38. Under the circumstances outlined above, Landmark is liable to plaintiff
25 for Statutory Damages as a willful, vicarious copyright infringer in the amount of
26 \$150,000.00. Defendant is also liable for Actual Damages in an amount unknown at
27 this time, but according to proof at time of trial.
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2 **FOURTH CLAIM FOR RELIEF: Violation of the Digital Millennium**
3 **Copyright Act, §1201(a)(1)(A).**

4 39. Plaintiff incorporates by reference paragraphs 1 through 38, inclusive,
5 as if the same were set forth fully herein.

6 40. At all times mentioned herein, VBC had in force a confidential 25 digit
7 alphanumeric code designed to control access to its copyrighted software. It is only
8 when a legitimate purchaser affirms the terms and conditions of the End User
9 Licensing Agreement and pays the standard market fee that unlimited access to the
10 licensed product is permitted. When adherence is satisfied plaintiff will issue to the
11 licensee a non-exclusive, non-transferable license and provide legitimate code
12 enabling unlimited access to the copyrighted program. That is what occurred here in
13 issuance of the license to defendant Mudhar.

14 41. The code is intended as a technological measure for the purpose of
15 protecting VBC's proprietary program. To gain access requires knowledge of the 25
16 digits issued by plaintiff. It is intended to exclude those who seek to circumvent the
17 code and gain unauthorized access.

18 42. The true number of acts of circumvention is unknown at this time, but
19 plaintiff is informed and believes and thereon alleges that at least 24 occasions recited
20 above occurred.

21 43. As a consequence of defendants' unlawful and unauthorized
22 circumvention of plaintiff's measures, plaintiff has sustained damages as previously
23 set forth herein.

24 44. The use of the circumvention device to gain access is an intentional and
25 knowledgeable act by the defendants. It is therefore willful and subjects defendants
26 jointly and severally liable for the maximum allowed for Statutory Damages per act
27 of circumvention or \$2,500.00 on 24 occasions for a total of \$60,000.00.
28

1 Alternatively, Plaintiff is entitled to Actual Damages for profits attributable to the
2 acts of circumvention per 17 U.S.C. § 1203(c)(2), according to proof at time of trial.

3 **WHEREFORE**, plaintiff prays that the Court issue the following:

4 A. Defendant be enjoined during the pendency of this action and
5 permanently thereafter from appropriating, using or otherwise benefitting
6 from plaintiff's copyrighted application software identified above without the
7 express written approval of plaintiff or its delegate;

8 B. Defendants be ordered to identify, preserve, set aside and retain any and
9 all source code and executable files used by them in the in the infringement
10 alleged above pursuant to Federal Rule of Civil Procedure 34, which includes,
11 but is not limited to: (i) all electronically stored information which contains any
12 portion of plaintiff's copyrighted program; (ii) all writings as defined in
13 Federal Rule of Evidence 1001, which refer to or mention in any manner
14 plaintiff's program, except to those items based on privilege.

15 C. Pay plaintiff all damages sustained by him as the result of their unlawful
16 acts, with prejudgment interest, as well as account for and pay for all gains and
17 profits they have enjoyed at plaintiff's expense. In particular, Plaintiff
18 demands compensation of at least \$150,000.00 as and for Statutory Damages
19 under the Copyright Act or Actual Damages for profits attributable to the
20 infringement, both direct and indirect, according to law.

21 D. Plaintiff demands at least \$60,000.00 for violation of the applicable
22 sections of the Digital Millennium Copyright Act, §1201(a), et seq., over and
23 above those damages recited under the Copyright Act of 1976;

24 E. Trial by jury.

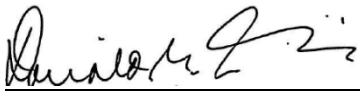
25 F. All costs of litigation, costs of suit, reasonable attorney fees and
26 interest accrued at legal rates.

27 G. Such other and further relief as the Court deems just under the
28

1 circumstances.

2
3 DATED: February 16, 2017

LAW OFFICES OF DONALD M. GINDY

4
5 By: _____

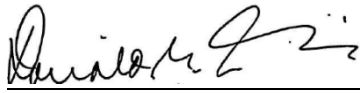
6 Donald M. Gindy
7 Attorney for Plaintiff
8 VBConversions LLC
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DEMAND FOR TRIAL BY JURY

PLEASE TAKE NOTICE that Plaintiff VBCONVERSIONS, LLC hereby
demands a jury trial in this action.

DATED: February 16, 2017

LAW OFFICES OF DONALD M. GINDY

By: 

Donald M. Gindy
Attorney for Plaintiff
VBConversions LLC